

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:)	
)	Case No. 09-50779
Dennis E. Hecker,)	
)	
Debtor.)	Chapter 7
)	
)	
Randall L. Seaver, Trustee,)	
)	
Plaintiff,)	
)	Hon. Robert J. Kressel
v.)	
)	
Northstate Financial Corporation;)	Adv. Pro. No. 10-5021
Southview Chevrolet Co.; Bremer Bank, N.A.;)	
Chrysler Financial Services Americas LLC;)	
General Motors Acceptance Corporation; and)	
National City Commercial Capital Company,)	
LLC,)	
)	
Defendants.)	

ANSWER OF DEFENDANT CHRYSLER FINANCIAL SERVICES AMERICAS LLC

Defendant Chrysler Financial Services Americas LLC (“Chrysler Financial”), as and for its Answer to the Complaint (the “Complaint”) of Randall L. Seaver, in his capacity as trustee of the above-captioned debtor (the “Trustee”), states and alleges as follows.

ANSWER

Except as specifically admitted or qualified herein, Chrysler Financial denies each and every allegation, statement and thing set forth in the Complaint.

1. Chrysler Financial admits the allegations set forth in Paragraph 1 of the Complaint.

2. Chrysler Financial admits the allegations set forth in Paragraph 2 of the Complaint.

3. In response to Paragraph 3, Chrysler Financial states that the Complaint speaks for itself and Chrysler Financial respectfully refers the Court to that document for a true and correct recitation of its contents.

4. Chrysler Financial admits the allegations set forth in Paragraph 4 of the Complaint.

5. In response to Paragraph 5, Chrysler Financial states that the documents referred to therein speak for themselves and Chrysler Financial denies any characterization inconsistent with those documents.

6. In response to Paragraph 6, Chrysler Financial states that said paragraph constitutes a legal conclusion to which no responsive pleading is required.

7. In response to Paragraph 7, Chrysler Financial states that the documents referred to therein speak for themselves and Chrysler Financial denies any characterization inconsistent with those documents.

8. In response to Paragraph 8, Chrysler Financial states that said paragraph constitutes a legal conclusion to which no responsive pleading is required.

9. In response to Paragraph 9, Chrysler Financial states that it lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained therein and therefore Chrysler Financial denies the same.

10. Chrysler Financial admits the allegations set forth in Paragraph 10 of the Complaint.

11. In response to Paragraph 11, Chrysler Financial states that it lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained therein and therefore Chrysler Financial denies the same.

12. In response to Paragraph 12, Chrysler Financial states that it lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained therein and therefore denies the same.

13. In response to Paragraph 13, Chrysler Financial states that it lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained therein and therefore denies the same.

14. In response to Paragraph 14, Chrysler Financial states that it lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained therein and therefore denies the same.

15. In response to Paragraph 15, Chrysler Financial states that the allegation that Northstate Financial Corporation (“Northstate”) is the alter ego of the Debtor constitutes a legal conclusion to which no responsive pleading is required. As to the remainder of the allegations of Paragraph 15, Chrysler Financial states that it lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained therein and therefore Chrysler Financial denies the same.

16. In response to Paragraph 16, Chrysler Financial states that it lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding the Debtor’s dealings through Northstate and therefore denies the same. As to the remainder of the allegations of Paragraph 16, Chrysler Financial states that those allegations constitute legal conclusions to which no responsive pleading is required.

17. In response to Paragraph 17, Chrysler Financial states that it lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained therein and therefore denies the same.

18. In response to Paragraph 18, Chrysler Financial states that it lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained therein and therefore denies the same.

19. In response to Paragraph 19, Chrysler Financial states that it lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained therein and therefore denies the same.

20. In response to Paragraph 20, Chrysler Financial states that it lacks sufficient knowledge or information to form a belief as to the truth of the allegations stated therein and therefore denies the same.

21. In response to Paragraph 21, Chrysler Financial states that said paragraph purports to state legal conclusions to which no responsive pleading is required.

22. In response to Paragraph 22, Chrysler Financial states that it lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained therein and therefore denies the same.

23. In response to Paragraph 23, Chrysler Financial states that it lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained therein and therefore denies the same.

24. In response to Paragraph 24, Chrysler Financial states that it lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained therein and therefore denies the same.

25. In response to Paragraph 25, Chrysler Financial states that it lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained therein and therefore denies the same.

26. In response to Paragraph 26, Chrysler Financial states that it lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained therein and therefore denies the same.

27. In response to Paragraph 27, Chrysler Financial states that it lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained therein and therefore denies the same.

28. Chrysler Financial admits the allegations set forth in Paragraph 28 of the Complaint.

29. In response to Paragraph 29, Chrysler Financial states that it lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained therein and therefore denies the same.

30. In response to Paragraph 30, Chrysler Financial states that it lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained therein and therefore denies the same.

31. In response to Paragraph 31, Chrysler Financial states that it lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained therein and therefore denies the same.

32. In response to Paragraph 32, Chrysler Financial incorporates its answers to Paragraphs 1 through 31.

33. In response to Paragraph 33, Chrysler Financial states that said paragraph and its subparts constitute legal conclusions to which no responsive pleading is required. To the extent a response is required, Chrysler Financial denies the allegations.

34. In response to Paragraph 34, Chrysler Financial incorporates its answers to Paragraphs 1 through 33.

35. In response to Paragraph 35, Chrysler Financial states that said paragraph and its subparts constitute legal conclusions to which no responsive pleading is required. To the extent a response is required, Chrysler Financial denies the allegations.

AFFIRMATIVE DEFENSES

Pursuant to that certain Master Loan and Security Agreement dated March 29, 2002, by and among Chrysler Financial and, *inter alia*, Dennis E. Hecker (“Hecker”) and Southview Chevrolet Co. (“Southview”), Hecker and Southview granted security interests in and liens upon substantially all of their personal property to Chrysler Financial. Chrysler Financial’s liens were perfected by the filing of financing statements with the Minnesota Secretary of State. To the extent it is determined that the property that is the subject of the Complaint is property of Hecker or Southview, the property constitutes Chrysler Financial’s collateral and is subject to its liens.

WHEREFORE, based upon the foregoing, Defendant Chrysler Financial prays for judgment of the Court as follows:

1. Determining the parties’ respective rights and interests in the property that is the subject of the Complaint;
2. Preserving Chrysler Financial’s interest in the property and its proceeds pending agreement of the parties claiming an interest therein as to the distribution thereof, or entry of an order of the Court determining the parties’ respective interests in and rights to such property or proceeds; and
3. Such other relief as this court deems just and equitable.

Dated: August 20, 2010

GRAY, PLANT, MOOTY, MOOTY &
BENNETT, P.A.

By /e/ Stephen F. Grinnell

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Services Americas LLC

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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

BKY No. 09-50779

Dennis E. Hecker,

Debtor.

Randall L. Seaver, Trustee,

ADV No. 10-05021

Plaintiff,

vs.

Northstate Financial Corporation;
Southview Chevrolet Co.; Bremer Bank, N.A.;
Chrysler Financial Services Americas LLC;
General Motors Acceptance Corporation; and
National City Commercial Capital Company, LLC;

Defendants.

CERTIFICATE OF SERVICE

I, Stephen F. Grinnell , hereby certify that on August 20, 2010, I caused the Answer of Chrysler Financial Services Americas LLC to be filed electronically with the Clerk of Court through ECF, and that ECF will send an e-notice of the electronic filing to the following:

Ralph Mitchell	rmitchell@lapplibra.com
Daniel C. Beck	dbeck@winthrop.com
Jacob B .Sellers	jsellers@winthrop.com

I further certify that I caused a copy of the foregoing documents and the notice of electronic filing to be mailed by first class mail, postage paid, to the following non-ECF participants:

Randall L. Seaver
12400 Portland Avenue South
Suite 132
Burnsville, MN 55337

Northstate Financial Corporation
Attn: Officer or Managing Agent
500 Ford Road
Minneapolis, MN 55426

Southview Chevrolet Co.
Attn: Officer or Managing Agent
500 Ford Road
Minneapolis, MN 55426

General Motors Acceptance Corporation
Attn: Officer or Managing Agent
c/o CT Corporation
111 Eighth Avenue
New York, NY 10011

National City Commercial Capital Co.
Attn: Officer or Managing Agent
380 Jackson Street, Ste. 700
St. Paul, MN 55101

Dated: August 20, 2010

GRAY, PLANT, MOOTY
MOOTY & BENNETT, P.A.

/s/ Stephen F. Grinnell
Stephen F. Grinnell (#37928)

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